

EXHIBIT D

Limited Time: \$86 off Zealthy Weight Loss Program!

ZEALTHY



Terms of Use

Last updated May 29, 2024

The following Terms of Use ("Terms" or "Agreement") govern your access to and use of the Zealthy, Inc. website to access professional medical services provided by Bruno Health, P.A. and affiliated medical groups, ("Provider(s)" and together, "Zealthy") and all other services (hereinafter the "Services"). Your use of the Site and Services constitutes your acceptance of, and agreement to be bound by all terms. If you disagree with one or more of these terms, you are not authorized to access or use this Site or Services; please promptly exit this Site.

As an important note, Zealthy does not provide medical care. Rather, Zealthy, Inc. offers an online communication platform for Providers and their patients to connect via the Site through the use of synchronous and asynchronous telecommunications technologies for the provision of Services by Providers. The Site facilitates communication between patients and Providers.

NOTICE OF BINDING ARBITRATION: YOUR USE OF THIS SITE AND SERVICES IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION OF ANY DISPUTES WHICH MAY ARISE, AS PROVIDED IN THE SECTIONS BELOW TITLED "DISPUTES" AND "BINDING INDIVIDUAL ARBITRATION".

****NOT FOR USE IN EMERGENCIES****

THIS SITE DOES NOT PROVIDE ANY EMERGENCY CARE. IF YOU OR SOMEONE ELSE ARE AT RISK OF INJURY OR DEATH OR WHO MAY HARM SOMEONE OR THEMSELVES, YOU SHOULD DIAL "911" OR AN APPROPRIATE EMERGENCY RESPONDER. ZEALTHY DOES NOT, AND IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO EMERGENCY COMMUNICATIONS.

1. Changes to Terms of Use

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Zealthy's website and/or mobile applications (collectively, the "Site"). In accordance with our Privacy Policy (available at www.getzealthy.com), changes to these Terms will not weaken the privacy protections applied to your Protected Health Information without your being notified. Any use of the Services after our publication of any such changes shall constitute your acceptance of the Terms as modified. However, any Dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the Dispute arose.

We reserve the right to withdraw or amend the Services or any portion thereof in our sole discretion without notice. We will not be liable if for any reason the Services or any portion are unavailable at any time or for any period.

2. Additional Terms

Your use of the Services is also subject to any applicable terms, policies or rules that we may post or provide a link to on the Site. As of now, these terms include Zealthy's Privacy Policy (available at www.getzealthy.com).

All such applicable terms, policies and rules are considered part of these Terms of Use and incorporated by reference.

3. Restrictions on Use

Material from this Site is owned, maintained, operated, licensed or controlled by Zealthy. Modification or use of the materials for any other purpose violates intellectual property rights. Except as described otherwise, all materials in this Site are made available only to provide information. Use of this Site is prohibited in connection with any commercial endeavors, except those that are specifically endorsed or approved by us, or where such use is in violation of the applicable laws. As a user of the Site, you agree not to:

- 1) Tamper with this Site.
- 2) Conduct fraudulent activities on or in relation to this Site.
- 3) Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 4) Make any unauthorized use of the Platform Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 5) Use a buying agent or purchasing agent to make purchases on the Site.
- 6) Use the Site to advertise or offer to sell goods and services.
- 7) Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Site and/or the content contained therein.
- 8) Engage in unauthorized framing of or linking to the Site.
- 9) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 10) Make improper use of our support services or submit false reports of abuse or misconduct.
- 11) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 12) Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 13) Attempt to impersonate another user or person or use the username of another user.
- 14) Sell or otherwise transfer your profile.
- 15) Use any information obtained from the Site in order to harass, abuse, or harm another person.
- 16) Use the Platform Offerings as part of any effort to compete with us or otherwise use the Site and/or the content for any revenue-generating endeavor or commercial enterprise.
- 17) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 18) Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 19) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform Offerings to you.
- 20) Delete the copyright or other proprietary rights notice from any content.
- 21) Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

22) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform Offerings.

23) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

24) Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

25) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

26) Use the Site in a manner inconsistent with any applicable laws or regulations.

4. Your Privacy; Consent to Treat; Electronic Communication Consent

Upon acceptance of these Terms you confirm that you have read, understood, and accepted Zealthy's Privacy Policy (available at www.getzealthy.com), as applicable. You give permission to the Providers to provide telehealth services for you and/or your minor child (as applicable). You may withdraw this consent at any time by no longer accessing the Site or seeking Services from Zealthy.

You understand and agree that as part of providing Services to you, your Protected Health Information (as defined by HIPAA), including test results, may be released to an online personal health record and via communication with Provider's healthcare team electronically.

You agree that Zealthy may send the following to you by email or by posting them on our Site: legal disclosures, these Terms, Privacy Policy (available at www.getzealthy.com), future changes to any of the above and other notices, policies, communications or disclosures and information related to the Services. You agree that Zealthy may contact you via secure messaging, email, phone, text, or mail regarding the Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to support@getzealthy.com or a letter to Zealthy, Inc. 1501 Biscayne Boulevard Miami, FL 33132. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from Zealthy. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

Zealthy will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you.

5. Social Media

Zealthy may provide you opportunities to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other similar sites (collectively, "Social Media Sites"). For example, you may use your Instagram handle and tag your photos and postings ("Tagged Content") with hashtags that we may provide from time to time in order to submit your Tagged Content for potential use on our Site. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms. Additionally, you remain responsible for your compliance with other applicable terms and conditions of those Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

6. Intellectual Property Rights; Digital Millennium Copyright Act ("DMCA") Notice

Zealthy and all other applicable licensors retain all ownership rights, title and interest (including all intellectual property rights) worldwide to the Services, including to all software and content. No rights are granted to you other than as expressly set forth in these Terms. All trademarks, service marks and trade names are owned by Zealthy or other respective owners.

The Digital Millennium Copyright Act of 1998 provides protection to copyright owners and establishes recourse against copyright infringement. It is our policy not to permit materials known by us to be infringing to remain on this Site. If you believe that material on our Site infringes a third-party copyright, you may send Zealthy a notice of copyright infringement under the DMCA. Upon receipt of a proper notice of claimed infringement, we will respond promptly by removing or disabling access to the material claimed to be infringing that is in our direct control. Please send all notices in writing to: support@getzealthy.com; or, alternatively, to: Zealthy, Attn: DMCA 1501 Biscayne Boulevard Miami, FL 33132.

7. Security and Links to Third Party Applications and Websites

The Services may allow you to connect your account to applications owned or operated by third parties, including device makers, or may link to other websites that are owned or operated by third parties. We are not responsible, and disclaim all liability, for the privacy, security, performance, and service practices of such third parties, nor are we responsible for any content, advertising, products, services or other materials made available on or through any such third party applications or websites. We make the connections and links available to you only as a convenience, and it is your decision whether to connect to third party applications or access third party websites.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. No Warranties

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZEALTHY OR THROUGH THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ZEALTHY, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

ZEALTHY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ZEALTHY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. Limitation of Liability and Damages

THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY OF ITS SERVICE IS TO STOP USING THE SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF ZEALTHY PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE MATERIALS ON THIS SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

10. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact support@getzealthy.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Zealthy, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Zealthy including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Zealthy advertising, and any use of Zealthy services.

11. Binding Individual Arbitration

You and Zealthy agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ZEALTHY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Miami-Dade County, Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Zealthy will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Zealthy also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

12. Requests for Information

If you contact Zealthy and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you

provide us as described in our Privacy Policy (available at www.getzealthy.com)..

13. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

14. Assignment, Survival, Waiver and Severability

You may not assign any rights or obligations under this Agreement without Zealthy's prior written consent. Zealthy may assign all or part of this Agreement. All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to, the recitals, notices and limitation of liability clauses, shall survive. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

15. Entire Agreement; Amendment

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and Zealthy, and they describe the entire liability of Zealthy and its vendors and suppliers and your exclusive remedy with respect to your access and use of this Site. It may not be modified except as described elsewhere in this Agreement. In the event of a conflict between these Terms and any other Zealthy agreement or policy, these Terms shall prevail on the subject matter of these Terms. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

16. Membership Payment Terms

These Membership Payment Terms were last updated on May 29, 2024.

The following Membership Payment Terms ("**Membership Terms**") govern your access to and use of the services provided by Bruno Health, P.A. and affiliated medical groups, ("**Provider(s)**" and together, "**Zealthy**") including health care or wellness services, communication services, facilitation of access to telehealth services, including certain on-demand app and video-based telehealth services, and other technology-enabled or personal services provided by Provider or Zealthy, (hereinafter the "**Services**"). Please read these Membership Terms carefully before using the Services. By accessing or using the Services you agree to be bound by these Membership Terms. If you are accepting these Membership Terms for another person ("**Family Member**") as such Family Member's parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member. "You" or "your" in these Membership Terms includes both, the recipient of Services, and the person accessing the Services on the recipient's behalf.

Zealthy provides management and administrative services to Bruno Health, P.A., a provider of telehealth services, collectively referred to herein as (Zealthy or we or us or our). These Membership Terms govern your access to and use of the Services offered by Zealthy.

NOTICE OF BINDING ARBITRATION: Your MEMBERSHIP, PAYMENT AND ACCESS TO Services ARE subject to binding individual arbitration of any disputes which may arise, as provided in the Sections titled "**DISPUTES**" AND "**BINDING INDIVIDUAL ARBITRATION**".

Changes to These Membership Terms and Other Terms

We may modify these Membership Terms from time to time. We will notify you of material changes by posting the amended terms on the Zealthy website [and the Zealthy mobile application] at least thirty (30) days before the effective date of the changes. If we have your email on file, we will also notify you of material changes to the Membership Terms by email at least thirty (30) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Services before the effective date of the change. If you continue using the Services after the effective date, you will be bound by the updated

Membership Terms.

Our Website Terms of Service (<https://www.getzealthy.com/terms-of-use/>) govern our provision, and your use of medical services provided by Providers. Please read the Website Terms of Services carefully before using any Services. Please refer to our Privacy Policy (<https://www.getzealthy.com/privacy-policy/>) to learn about our privacy practices with respect to your personal information. To the extent applicable, these other terms are incorporated herein by reference in these Membership Terms.

Acknowledgement of Membership Fees

Zealthy charges a membership fee (the **"Membership Fee"**) for access to certain features of Services. The Membership Fee may be modified by Zealthy from time to time. The Membership Fee covers costs associated with personal services that enhance your healthcare experience, tools to facilitate access to healthcare services, and certain on-demand telehealth services, but are typically not covered by or billed to insurance. The Zealthy Weight Loss Program does not include the cost of medication and pharmacy fulfillment. The Zealthy Semaglutide + Doctor and Zealthy Tirzepatide + Doctor does include the cost of medication and pharmacy fulfillment in the membership charge. Membership services can include, by way of example, personal services such as insurance and billing navigation, specialist booking and referral management, and digital tools. In some cases, Zealthy weight loss members may be required to sign up for multiple months membership in order to receive an amount of appropriately prescribed medication that will enable continuity of care. You can access some Services without payment of this Membership Fee.

The Membership Fee is not a covered benefit under most health insurance plans or other healthcare benefit plans such as the Health Saving Account or Flexible Spending Account. As a result, you acknowledge that you may not be able to submit the Membership Fee for coverage under your insurance or benefit plan, and as such, you will be responsible for the cost of such Membership Fee.

Fees – Other Charges and Fee Changes

You agree to pay all other fees and charges associated with your use of Services, for example (but not limited to), the Membership Fee, any no-show fees, late rescheduling fees, cost of prescriptions, delivery charges, and/or any diagnostic testing recommended by the Provider. By using the Services and incurring such other fees, you authorize us to bill and charge your payment method (your **"Payment Method"**) on file for such other fees in full.

We may change our fees at any time. We will provide you with advance notice of these fee changes. New fees will not apply retroactively. If you do not agree with the fee changes, you have the right to reject the change by canceling the applicable Services in accordance with these Membership Terms.

Your Financial Responsibility

You agree to pay Zealthy all applicable charges at the prices then in effect for the Services provided to you or Family Member, and/or payment responsibility. You will be charged for the Services provided to you or Family Member by a Provider", and may incur other charges, including but not limited to the Membership Fee or other fees. You authorize Zealthy to charge your chosen Payment Method for the Services provided to you or Family Member. If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Membership Terms, and you agree to comply with all of those terms. Zealthy may accumulate charges that you've incurred for the Services and submit them as one or more aggregate charges during or at the end of each billing cycle. Zealthy reserves the right to correct any billing errors or mistakes even if payment has already been requested or received.

Cancellations and No Refunds

YOU MUST CANCEL YOUR MEMBERSHIP BEFORE IT RENEWS TO AVOID BEING CHARGED THE ANNUAL MEMBERSHIP FEE FOR THE NEXT YEAR. YOU CAN CANCEL YOUR MEMBERSHIP AT ANY TIME BY LOGGING INTO YOUR ZEALTHY ACCOUNT AND SELECT "MANAGE MEMBERSHIP." IF YOU CANCEL YOUR MEMBERSHIP

INTO YOUR ZEALTY ACCOUNT AND SELECT "MANAGE MEMBERSHIP". IF YOU CANCEL YOUR MEMBERSHIP AND YOUR SUBSCRIPTION TERM HAS NOT EXPIRED, YOU MAY CONTINUE TO USE THE SERVICES UNTIL THE END OF YOUR THEN-CURRENT MEMBERSHIP TERM AND YOUR MEMBERSHIP WILL NOT BE RENEWED AFTER YOUR THEN-CURRENT TERM EXPIRES. HOWEVER, YOU WON'T BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE ANNUAL MEMBERSHIP FEE PAID FOR THE THEN-CURRENT MEMBERSHIP PERIOD, UNLESS AS STATED HEREIN OR REQUIRED BY APPLICABLE LAW, BUT YOU WILL CONTINUE TO HAVE ACCESS UNTIL THE NEXT BILLING CYCLE.

Unfortunately, we cannot cancel or refund medication shipments after they have been ordered by your provider. This is because the pharmacy has already begun the process of preparing your medication to be shipped to you.

Zealthy Inc. is not responsible for any orders after they have been shipped from the pharmacy. We cannot issue refunds for medications that have proof of delivery from the carrier. We can re-order your medication but there will be a new charge associated with this order. If you would like to file a lost or stolen package claim you can contact the delivery carrier directly to do so.

Any other Services that are paid per Service (e.g., single visits with a Provider not part of a Subscription) may be rescheduled but are not cancellable after purchase. All medication orders are final once shipped by the Pharmacies and the order cannot be returned or refunded. This is to protect the integrity of the medication and the health of the patient, as well as to comply with applicable laws. However, if you think you have received the wrong medication, have received an order in error, or have any other questions, please contact us at support@getzealthy.com.

Recurring Payments

To ensure uninterrupted Services, we will bill you automatically via the Payment Method for the Services you sign up for, from the date you submit your initial payment and on each renewal period afterwards, until cancellation in accordance with our cancellation policy or until we are no longer offering the service (in which case we will notify you). Your renewal period will be equal in time or amount to the renewal period of your current membership. For example, if you are on a monthly plan, each billable renewal period will be for one (1) month. We will automatically charge you the applicable amount using the Payment Method you have on file with us and by agreeing to these Membership Terms, you authorize us to do this. You can disable auto-renewal at any time by logging into your account and selecting "manage membership" or contacting us at support@getzealthy.com. You agree and acknowledge that you will be billed automatically regardless of whether or not you have used the Services, unless the Services end or are canceled. You will be responsible for paying all past due amounts. You acknowledge that billing may not occur on the exact same date of each month.

If the amount to be charged to you varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), for example, due to an increase in the Membership Fee, you have the right to receive, and we will provide, a notice of the amount to be charged and the date of the charge at least 30 days before the scheduled date of the transaction. If you do not agree with the new amount in the notice, you may cancel the transaction by logging into your account and selecting "manage membership."

Invoices or receipts for payments will be provided to you upon payment and also emailed to you. You represent and warrant that (i) the credit card or debit card information you provide to Zealthy is true, correct and complete, and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly notify Zealthy if your payment information has changed, if your Payment Method has been canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided. If your payment card details change or are due to expire, we may request updated payment details from you, including your card number, expiration date, and CVV (or equivalent). By providing us updated payment information, you authorize us to continue to charge your card using the updated information so that you can continue to receive Services.

If any invoice is not paid in a timely manner, or your payment is not successfully settled, due to expiration, insufficient funds, chargebacks, or otherwise, we reserve the right to suspend, disable, cancel or terminate your membership or account until we have successfully charged a valid Payment Method.

Trials and Promotional Fees

Zealthy may periodically offer discounts to its Services in the form of free trial periods or promotional fees. You may only be permitted to use one free trial or promotional fee offer. If your membership is ever canceled or terminated for any reason, and you purchase an additional membership, you may not be eligible for a free trial or to take advantage of another promotional fee offer. Trials are only for your personal use and may not be shared or resold. The terms of those discounts will be stated at the time you sign up or when you purchase a specific Service or product. You will not be charged the applicable fee during your free trial but you will be required to provide a Payment Method in order to ensure uninterrupted access and continued use after the expiration of the free trial.

Upon completion of your free trial, your trial membership will automatically convert into a paid membership and your Payment Method will be charged the applicable fees Fee unless you have canceled your membership. If your membership includes a promotional fee, you will be charged the promotional fee for the relevant number of billing periods, and upon completion of that period, your membership will continue to automatically renew at the full, non-promotional rate. For trials converted to a paid membership at the end of the term, if you do not wish to continue as a paid member, you must cancel your trial membership before the end of the trial period in order to avoid being charged the Membership Fee and other charges. We will send you a reminder, but you may cancel anytime via your account under "Membership". If you cancel at least 36 hours prior to the end of the trial period but are inadvertently charged the Membership Fee, please contact us at support@getzealthy.com for a refund.

Insurance

If you provide information about your health insurance or health plan, that will be deemed your authorization for us to submit claims for covered Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to us for the Services provided to you or your Family Member. You authorize the release of any medical or other information necessary to process any claims for the Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. Submission of any charges to insurance does not waive or change our right to seek payment directly from you.

Your insurance policy is a contract between you and your insurance plan, and it is your responsibility to know your benefits, including if your insurance has any deductible, co-payment, co-insurance, out-of-network, usual and customary limit, prior authorization requirements or any other type of benefit limitation for the Services you receive, and how your benefits will apply to your payments. If you purchase Services with your insurance plan, you authorize Zealthy or one of its affiliates or third party partners, including the Providers, to charge your Payment Method on file for and any fees not covered by your insurance, such as co-pays, co-insurance, or deductibles. If all or any portion of the Services are not covered or paid by your insurance plan for any reason or you do not have health insurance, you understand that you will be ultimately responsible for all fees and costs arising out of your use of the Services and agree to pay the full amount of all other fees. Questions about non-payment should be directed to your insurance plan. You agree to inform Zealthy or your Provider immediately if you lose your health insurance and/or can no longer pay for treatment.

Third-Party Payment Processor

All credit card, debit card and other monetary transactions processed by Zealthy occur through an online payment processing application that is provided by a third-party payment processor(s). Zealthy itself does not collect or store payment card information. If our third-party payment processor is unable to secure funds from your Payment Method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Zealthy may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to

suspend or terminate your account or Services.

Waiver of Claims and Unauthorized Payments.

You agree to waive all claims against Zealthy and its third-party affiliates, including Zealthy's third-party payment processor(s), related to any unauthorized payments made on or through the use of your account outside of Zealthy's control, regardless of whether such payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to Zealthy so that Zealthy can conduct a reasonable investigation as it sees fit under the circumstances. If appropriate, Zealthy will assist in correcting the alleged unauthorized payment, provided that such claim is received by Zealthy within thirty (30) days of the disputed charge or payment.

Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact support@getzealthy.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Zealthy, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Membership Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Zealthy including, but not limited to, any claims relating in any way to these Membership Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Zealthy advertising, and any use of Zealthy services.

Binding Individual Arbitration

You and Zealthy agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE MEMBERSHIP TERMS WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ZEALTHY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Zealthy will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Zealthy also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

17. Contact Information

Please contact us with any questions or concerns regarding this Agreement at:

Zealthy

1501 Biscayne Boulevard

Miami, FL 33132

(877) 870-0323

support@getzealthy.com

The following Terms of Use ("Terms" or "Agreement") govern your access to and use of the Zealthy, Inc. website to access professional medical services provided by Bruno Health, P.A. and affiliated medical groups, ("Provider(s)" and together, "Zealthy") and all other services (hereinafter the "Services"). Your use of the Site and Services constitutes your acceptance of, and agreement to be bound by all terms. If you disagree with one or more of these terms, you are not authorized to access or use this Site or Services; please promptly exit this Site.

As an important note, Zealthy does not provide medical care. Rather, Zealthy, Inc. offers an online communication platform for Providers and their patients to connect via the Site through the use of synchronous and asynchronous telecommunications technologies for the provision of Services by Providers. The Site facilitates communication between patients and Providers.

NOTICE OF BINDING ARBITRATION: YOUR USE OF THIS SITE AND SERVICES IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION OF ANY DISPUTES WHICH MAY ARISE, AS PROVIDED IN THE SECTIONS BELOW TITLED "DISPUTES" AND "BINDING INDIVIDUAL ARBITRATION".

****NOT FOR USE IN EMERGENCIES****

THIS SITE DOES NOT PROVIDE ANY EMERGENCY CARE. IF YOU OR SOMEONE ELSE ARE AT RISK OF INJURY OR DEATH OR WHO MAY HARM SOMEONE OR THEMSELVES, YOU SHOULD DIAL "911" OR AN APPROPRIATE EMERGENCY RESPONDER. ZEALTHY DOES NOT, AND IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO EMERGENCY COMMUNICATIONS.

1. Changes to Terms of Use

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Zealthy's website and/or mobile applications (collectively, the "Site"). In accordance with our Privacy Policy (available at www.getzealthy.com), changes to these Terms will not weaken the privacy protections applied to your Protected Health Information without your being notified. Any use of the Services after our publication of any such changes shall constitute your acceptance of the Terms as modified. However, any Dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the Dispute arose.

We reserve the right to withdraw or amend the Services or any portion thereof in our sole discretion without notice. We will not be liable if for any reason the Services or any portion are unavailable at any time or for any period.

2. Additional Terms

Your use of the Services is also subject to any applicable terms, policies or rules that we may post or provide a link to on the Site. As of now, these terms include Zealthy's Privacy Policy (available at www.getzealthy.com). All such applicable terms, policies and rules are considered part of these Terms of Use and incorporated by reference.

3. Restrictions on Use

Material from this Site is owned, maintained, operated, licensed or controlled by Zealthy. Modification or use of the materials for any other purpose violates intellectual property rights. Except as described otherwise, all materials in this Site are made available only to provide information. Use of this Site is prohibited in connection

with any commercial endeavors, except those that are specifically endorsed or approved by us, or where such use is in violation of the applicable laws. As a user of the Site, you agree not to:

- 1) Tamper with this Site.
- 2) Conduct fraudulent activities on or in relation to this Site.
- 3) Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 4) Make any unauthorized use of the Platform Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 5) Use a buying agent or purchasing agent to make purchases on the Site.
- 6) Use the Site to advertise or offer to sell goods and services.
- 7) Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Site and/or the content contained therein.
- 8) Engage in unauthorized framing of or linking to the Site.
- 9) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 10) Make improper use of our support services or submit false reports of abuse or misconduct.
- 11) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 12) Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 13) Attempt to impersonate another user or person or use the username of another user.
- 14) Sell or otherwise transfer your profile.
- 15) Use any information obtained from the Site in order to harass, abuse, or harm another person.
- 16) Use the Platform Offerings as part of any effort to compete with us or otherwise use the Site and/or the content for any revenue-generating endeavor or commercial enterprise.
- 17) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 18) Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 19) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform Offerings to you.
- 20) Delete the copyright or other proprietary rights notice from any content.
- 21) Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 22) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform Offerings.
- 23) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("aifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or

formats (gifs), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

24) Except as may be the result of the standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

25) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

26) Use the Site in a manner inconsistent with any applicable laws or regulations.

4. Your Privacy; Consent to Treat; Electronic Communication Consent

Upon acceptance of these Terms you confirm that you have read, understood, and accepted Zealthy's Privacy Policy (available at www.getzealthy.com), as applicable. You give permission to the Providers to provide telehealth services for you and/or your minor child (as applicable). You may withdraw this consent at any time by no longer accessing the Site or seeking Services from Zealthy.

You understand and agree that as part of providing Services to you, your Protected Health Information (as defined by HIPAA), including test results, may be released to an online personal health record and via communication with Provider's healthcare team electronically.

You agree that Zealthy may send the following to you by email or by posting them on our Site: legal disclosures, these Terms, Privacy Policy (available at www.getzealthy.com), future changes to any of the above and other notices, policies, communications or disclosures and information related to the Services. You agree that Zealthy may contact you via secure messaging, email, phone, text, or mail regarding the Services. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to support@getzealthy.com or a letter to Zealthy, Inc. 1501 Biscayne Boulevard Miami, FL 33132. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from Zealthy. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

Zealthy will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to these Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you.

5. Social Media

Zealthy may provide you opportunities to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other similar sites (collectively, "Social Media Sites"). For example, you may use your Instagram handle and tag your photos and postings ("Tagged Content") with hashtags that we may provide from time to time in order to submit your Tagged Content for potential use on our Site. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms. Additionally, you remain responsible for your compliance with other applicable terms and conditions of those Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

6. Intellectual Property Rights; Digital Millennium Copyright Act ("DMCA") Notice

Zealthy and all other applicable licensors retain all ownership rights, title and interest (including all intellectual property rights) worldwide to the Services, including to all software and content. No rights are granted to you other than as expressly set forth in these Terms. All trademarks, service marks and trade names are owned by Zealthy or other respective owners.

The Digital Millennium Copyright Act of 1998 provides protection to copyright owners and establishes recourse against copyright infringement. It is our policy not to permit materials known by us to be infringing to remain on this Site. If you believe that material on our Site infringes a third-party copyright, you may send Zealthy a notice of copyright infringement under the DMCA. Upon receipt of a proper notice of claimed infringement, we will respond promptly by removing or disabling access to the material claimed to be infringing that is in our direct control. Please send all notices in writing to: support@getzealthy.com; or, alternatively, to: Zealthy, Attn: DMCA 1501 Biscayne Boulevard Miami, FL 33132.

7. Security and Links to Third Party Applications and Websites

The Services may allow you to connect your account to applications owned or operated by third parties, including device makers, or may link to other websites that are owned or operated by third parties. We are not responsible, and disclaim all liability, for the privacy, security, performance, and service practices of such third parties, nor are we responsible for any content, advertising, products, services or other materials made available on or through any such third party applications or websites. We make the connections and links available to you only as a convenience, and it is your decision whether to connect to third party applications or access third party websites.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. No Warranties

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZEALTHY OR THROUGH THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ZEALTHY, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

ZEALTHY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ZEALTHY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. Limitation of Liability and Damages

THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY OF ITS SERVICE IS TO STOP USING THE SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF ZEALTHY PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE MATERIALS ON THIS SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE,

CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

10. Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact support@getzealthy.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Zealthy, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Zealthy including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Zealthy advertising, and any use of Zealthy services.

11. Binding Individual Arbitration

You and Zealthy agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ZEALTHY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Miami-Dade County, Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Zealthy will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Zealthy also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

12. Requests for Information

If you contact Zealthy and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Privacy Policy (available at www.getzealthy.com).

13. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

14. Assignment, Survival, Waiver and Severability

You may not assign any rights or obligations under this Agreement without Zealthy's prior written consent.

Zealthy may assign all or part of this Agreement. All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to, the recitals, notices and limitation of liability clauses, shall survive. No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

15. Entire Agreement; Amendment

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and Zealthy, and they describe the entire liability of Zealthy and its vendors and suppliers and your exclusive remedy with respect to your access and use of this Site. It may not be modified except as described elsewhere in this Agreement. In the event of a conflict between these Terms and any other Zealthy agreement or policy, these Terms shall prevail on the subject matter of these Terms. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

16. Membership Payment Terms

These Membership Payment Terms were last updated on May 29, 2024.

The following Membership Payment Terms ("**Membership Terms**") govern your access to and use of the services provided by Bruno Health, P.A. and affiliated medical groups, ("**Provider(s)**" and together, "**Zealthy**") including health care or wellness services, communication services, facilitation of access to telehealth services, including certain on-demand app and video-based telehealth services, and other technology-enabled or personal services provided by Provider or Zealthy, (hereinafter the "**Services**"). Please read these Membership Terms carefully before using the Services. By accessing or using the Services you agree to be bound by these Membership Terms. If you are accepting these Membership Terms for another person ("**Family Member**") as such Family Member's parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member. "You" or "your" in these Membership Terms includes both, the recipient of Services, and the person accessing the Services on the recipient's behalf.

Zealthy provides management and administrative services to Bruno Health, P.A., a provider of telehealth services, collectively referred to herein as (Zealthy or we or us or our). These Membership Terms govern your access to and use of the Services offered by Zealthy.

NOTICE OF BINDING ARBITRATION: Your MEMBERSHIP, PAYMENT AND ACCESS TO Services ARE subject to binding individual arbitration of any disputes which may arise, as provided in the Sections titled "**DISPUTES**" AND "**BINDING INDIVIDUAL ARBITRATION**".

Changes to These Membership Terms and Other Terms

We may modify these Membership Terms from time to time. We will notify you of material changes by posting the amended terms on the Zealthy website [and the Zealthy mobile application] at least thirty (30) days before the effective date of the changes. If we have your email on file, we will also notify you of material changes to the Membership Terms by email at least thirty (30) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you should discontinue your use of the Services before the effective date of the change. If you continue using the Services after the effective date, you will be bound by the updated Membership Terms.

Our Website Terms of Service (<https://www.getzealthy.com/terms-of-use/>) govern our provision, and your use of medical services provided by Providers. Please read the Website Terms of Services carefully before using any Services. Please refer to our Privacy Policy (<https://www.getzealthy.com/privacy-policy/>) to learn about our privacy practices with respect to your personal information. To the extent applicable, these other terms are incorporated herein by reference in these Membership Terms.

Acknowledgement of Membership Fees

Zealthy charges a membership fee (the **"Membership Fee"**) for access to certain features of Services. The Membership Fee may be modified by Zealthy from time to time. The Membership Fee covers costs associated with personal services that enhance your healthcare experience, tools to facilitate access to healthcare services, and certain on-demand telehealth services, but are typically not covered by or billed to insurance. Membership services can include, by way of example, personal services such as insurance and billing navigation, specialist booking and referral management, and digital tools. You can access some Services without payment of this Membership Fee.

The Membership Fee is not a covered benefit under most health insurance plans or other healthcare benefit plans such as the Health Saving Account or Flexible Spending Account. As a result, you acknowledge that you may not be able to submit the Membership Fee for coverage under your insurance or benefit plan, and as such, you will be responsible for the cost of such Membership Fee.

Fees – Other Charges and Fee Changes

You agree to pay all other fees and charges associated with your use of Services, for example (but not limited to), the Membership Fee, any no-show fees, late rescheduling fees, cost of prescriptions, delivery charges, and/or any diagnostic testing recommended by the Provider. By using the Services and incurring such other fees, you authorize us to bill and charge your payment method (your **"Payment Method"**) on file for such other fees in full.

We may change our fees at any time. We will provide you with advance notice of these fee changes. New fees will not apply retroactively. If you do not agree with the fee changes, you have the right to reject the change by canceling the applicable Services in accordance with these Membership Terms.

Your Financial Responsibility

You agree to pay Zealthy all applicable charges at the prices then in effect for the Services provided to you or Family Member, and/or payment responsibility. You will be charged for the Services provided to you or Family Member by a Provider", and may incur other charges, including but not limited to the Membership Fee or other fees. You authorize Zealthy to charge your chosen Payment Method for the Services provided to you or Family Member. If your Payment Method is invalid at the time payment is due, you agree to pay all amounts due upon demand. The third party services provider who manages your Payment Method may impose terms and conditions on you, which are independent of these Membership Terms, and you agree to comply with all of those terms. Zealthy may accumulate charges that you've incurred for the Services and submit them as one or more aggregate charges during or at the end of each billing cycle. Zealthy reserves the right to correct any billing errors or mistakes even if payment has already been requested or received.

Cancellations and No Refunds

YOU MUST CANCEL YOUR MEMBERSHIP BEFORE IT RENEWS TO AVOID BEING CHARGED THE ANNUAL MEMBERSHIP FEE FOR THE NEXT YEAR. YOU CAN CANCEL YOUR MEMBERSHIP AT ANY TIME BY LOGGING INTO YOUR ZEALTHY ACCOUNT AND SELECT "MANAGE MEMBERSHIP". IF YOU CANCEL YOUR MEMBERSHIP AND YOUR SUBSCRIPTION TERM HAS NOT EXPIRED, YOU MAY CONTINUE TO USE THE SERVICES UNTIL THE END OF YOUR THEN-CURRENT MEMBERSHIP TERM AND YOUR MEMBERSHIP WILL NOT BE RENEWED AFTER YOUR THEN-CURRENT TERM EXPIRES. HOWEVER, YOU WON'T BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE ANNUAL MEMBERSHIP FEE PAID FOR THE THEN-CURRENT MEMBERSHIP PERIOD, UNLESS AS STATED HEREIN OR REQUIRED BY APPLICABLE LAW, BUT YOU WILL CONTINUE TO HAVE ACCESS UNTIL THE NEXT BILLING CYCLE.

Medication orders may be canceled before they are shipped. Any other Services that are paid per Service (e.g., single visits with a Provider not part of a Subscription) may be rescheduled but are not cancellable after purchase. All medication orders are final once shipped by the Pharmacies and the order cannot be returned or refunded. This is to protect the integrity of the medication and the health of the patient, as well as to comply with applicable laws. However, if you think you have received the wrong medication, have received an order in

with applicable laws. However, if you think you have received the wrong medication, have received an order in error, or have any other questions, please contact us at support@getzealthy.com.

Recurring Payments

To ensure uninterrupted Services, we will bill you automatically via the Payment Method for the Services you sign up for, from the date you submit your initial payment and on each renewal period afterwards, until cancellation in accordance with our cancellation policy or until we are no longer offering the service (in which case we will notify you). Your renewal period will be equal in time or amount to the renewal period of your current membership. For example, if you are on a monthly plan, each billable renewal period will be for one (1) month. We will automatically charge you the applicable amount using the Payment Method you have on file with us and by agreeing to these Membership Terms, you authorize us to do this. You can disable auto-renewal at any time by logging into your account and selecting "manage membership". You agree and acknowledge that you will be billed automatically regardless of whether or not you have used the Services, unless the Services end or are canceled. You will be responsible for paying all past due amounts. You acknowledge that billing may not occur on the exact same date of each month.

If the amount to be charged to you varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), for example, due to an increase in the Membership Fee, you have the right to receive, and we will provide, a notice of the amount to be charged and the date of the charge at least 30 days before the scheduled date of the transaction. If you do not agree with the new amount in the notice, you may cancel the transaction by logging into your account and selecting "manage membership."

Invoices or receipts for payments will be provided to you upon payment and also emailed to you. You represent and warrant that (i) the credit card or debit card information you provide to Zealthy is true, correct and complete, and (ii) that you are the person in whose name the credit card or debit card was issued and/or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly notify Zealthy if your payment information has changed, if your Payment Method has been canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided. If your payment card details change or are due to expire, we may request updated payment details from you, including your card number, expiration date, and CVV (or equivalent). By providing us updated payment information, you authorize us to continue to charge your card using the updated information so that you can continue to receive Services.

If any invoice is not paid in a timely manner, or your payment is not successfully settled, due to expiration, insufficient funds, chargebacks, or otherwise, we reserve the right to suspend, disable, cancel or terminate your membership or account until we have successfully charged a valid Payment Method.

Trials and Promotional Fees

Zealthy may periodically offer discounts to its Services in the form of free trial periods or promotional fees. You may only be permitted to use one free trial or promotional fee offer. If your membership is ever canceled or terminated for any reason, and you purchase an additional membership, you may not be eligible for a free trial or to take advantage of another promotional fee offer. Trials are only for your personal use and may not be shared or resold. The terms of those discounts will be stated at the time you sign up or when you purchase a specific Service or product. You will not be charged the applicable fee during your free trial but you will be required to provide a Payment Method in order to ensure uninterrupted access and continued use after the expiration of the free trial.

Upon completion of your free trial, your trial membership will automatically convert into a paid membership and your Payment Method will be charged the applicable fees Fee unless you have canceled your membership. If your membership includes a promotional fee, you will be charged the promotional fee for the relevant number of billing periods, and upon completion of that period, your membership will continue to automatically renew at the full, non-promotional rate. For trials converted to a paid membership at the end of the term, if you do not wish to continue as a paid member, you must cancel your trial membership before the end of the trial period in order to avoid being charged the Membership Fee and other charges. We will send you a reminder, but you may cancel

anytime via your account under "Membership". If you cancel up to 36 hours prior to the end of the trial period but are inadvertently charged the Membership Fee, please contact us at support@getzealthy.com for a refund.

Insurance

If you provide information about your health insurance or health plan, that will be deemed your authorization for us to submit claims for covered Services to your health insurer or health plan. You hereby assign or otherwise authorize payment of medical benefits to us for the Services provided to you or your Family Member. You authorize the release of any medical or other information necessary to process any claims for the Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. Submission of any charges to insurance does not waive or change our right to seek payment directly from you.

Your insurance policy is a contract between you and your insurance plan, and it is your responsibility to know your benefits, including if your insurance has any deductible, co-payment, co-insurance, out-of-network, usual and customary limit, prior authorization requirements or any other type of benefit limitation for the Services you receive, and how your benefits will apply to your payments. If you purchase Services with your insurance plan, you authorize Zealthy or one of its affiliates or third party partners, including the Providers, to charge your Payment Method on file for and any fees not covered by your insurance, such as co-pays, co-insurance, or deductibles. If all or any portion of the Services are not covered or paid by your insurance plan for any reason or you do not have health insurance, you understand that you will be ultimately responsible for all fees and costs arising out of your use of the Services and agree to pay the full amount of all other fees. Questions about non-payment should be directed to your insurance plan. You agree to inform Zealthy or your Provider immediately if you lose your health insurance and/or can no longer pay for treatment.

Third-Party Payment Processor

All credit card, debit card and other monetary transactions processed by Zealthy occur through an online payment processing application that is provided by a third-party payment processor(s). Zealthy itself does not collect or store payment card information. If our third-party payment processor is unable to secure funds from your Payment Method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Zealthy may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to suspend or terminate your account or Services.

Waiver of Claims and Unauthorized Payments.

You agree to waive all claims against Zealthy and its third-party affiliates, including Zealthy's third-party payment processor(s), related to any unauthorized payments made on or through the use of your account outside of Zealthy's control, regardless of whether such payments are authorized or unauthorized. However, you may submit a claim of the unauthorized payment to Zealthy so that Zealthy can conduct a reasonable investigation as it sees fit under the circumstances. If appropriate, Zealthy will assist in correcting the alleged unauthorized payment, provided that such claim is received by Zealthy within thirty (30) days of the disputed charge or payment.

Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact support@getzealthy.com with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Zealthy, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Membership Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Zealthy including, but not limited to, any claims relating in any way to these Membership Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Zealthy advertising, and any use of Zealthy services.

Binding Individual Arbitration

You and Zealthy agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THESE MEMBERSHIP TERMS WILL BE ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ZEALTHY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Florida, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Zealthy will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Zealthy also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Florida.

17. Contact Information

Please contact us with any questions or concerns regarding this Agreement at:

Zealthy

1501 Biscayne Boulevard

Miami, FL 33132

(877) 870-0323

support@getzealthy.com

ZEALTHY



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